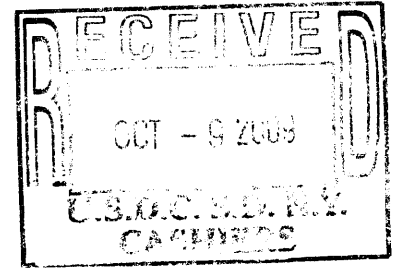


09 Civ. 0009

JOHN F. RYAN (JR-1762)  
McDERMOTT & RADZIK, LLP  
*Attorneys for Plaintiffs*  
Wall Street Plaza  
88 Pine Street – 21<sup>st</sup> Floor  
New York, NY 10005-1801



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
ITO ELECTRONICS HK LIMITED,

Plaintiff,

09 Civ.

**COMPLAINT**

- against -

*M/V APL PERU*, her engines, boilers, tackles,  
appurtenances, etc.; and MOL LOGISTICS  
(USA), INC. and HYUNDAI MERCHANT  
MARINE CO., LTD.,

Defendants.

-----X

1. This is a case of contract, cargo damage and non-delivery of cargo, civil and maritime and is an admiralty and maritime claim within the meaning of Rule 9(h). Plaintiff invokes the maritime procedures specified in Rule 9(h).

2. Plaintiff ITO ELECTRONICS HK LIMITED, is a legal entity organized under the law, with an office located at Unit 1702, 17/E, Greenfield Tower, Concordia Plaza, No. 1 Science Museum Road, Tsimshatsui East, Kowloon, Hong Kong.

3. Defendant, MOL LOGISTICS (USA) INC. is a legal entity organized under the law, with an office located at 4 Expressway Plaza, Suite 120, Roslyn Heights, New York 11577-2034.

4. Defendant HYUNDAI MERCHANT MARINE CO., LTD., is a legal entity organized under the law, with an agent located at Hyundai America Shipping Agency, Inc., 65 Challenger Road, 4<sup>th</sup> Floor, Ridgefield Park, New Jersey 07660.

5. The *M/V APL PERU* is now or during the pendency of this action will be within this District.

6. On or about September 28, 2009, Defendant delivered a shipment of 432 Cartons of Electronic Control Units to Defendants, as a common carrier at the port of Hong Kong in good condition, for transportation on board the *M/V APL PERU*, in consideration of an agreed freight and pursuant to the valid terms and conditions of clean on-board bill of lading issued by Defendants and the *M/V APL PERU*.

7. Defendant caused said goods, still in good order and condition, to be laden on board the *M/V APL PERU*. On or about October 11, 2008, the *M/V APL PERU* arrived at the port of Seattle and thereafter delivered said shipment in a short, slack and damaged condition.

8. Prior to October 11, 2008, Plaintiff became for value the owner of said shipment and the owner and holder of said clean on-board bill of lading and brings this suit on its own behalf and that of all others interested in said shipment.

9. All conditions precedent required of plaintiff and of all others interested in said shipment have been performed.

10. By reason of the premises, plaintiff and those on whose behalf this suit is brought have sustained damages in the sum of \$125,000, as nearly as the same can now be estimated, no part of which has been paid although duly demanded.


**WHEREFORE**, plaintiff prays:

1. That the *M/V APL PERU* be arrested;
2. That process issue against Defendants and that Defendants be cited to appear and answer the allegations of the complaint;
3. That an interlocutory judgment be entered in favor of the plaintiff against the *M/V APL PERU*, against Defendants directing that the plaintiff recover its damages and that the *M/V APL PERU*, be condemned and sold and the proceeds of sale be applied to the payment to plaintiff of the sums found due it;
4. That the amount due plaintiff be computed by further proceedings before a Magistrate, pursuant to Rule 53(b) and/or by further proceedings before the Court, pursuant to Rule 42(b);
5. That final judgment against defendant and the *M/V APL PERU*, be entered in favor of the plaintiff for the amount found due plaintiff with interest and with costs; and
6. That Plaintiff has such other and further relief as may be just.

Dated: New York, New York  
October 9, 2009

McDERMOTT & RADZIK, LLP  
Attorneys for Plaintiff

By:

  
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JOHN F. RYAN (JR-1762)  
Wall Street Plaza  
88 Pine Street  
New York, New York 10005  
212-376-6400